



SURFING AUSTRALIA

ADVANCED SURF COACHING PARTICIPANT DECLARATION

I [insert name]

of [insert address]

Apply to participate in Advanced Surf Coaching instruction (the "Program"). In consideration of my application to enter the Program being accepted I acknowledge and agree that:

- In this application and declaration: "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SA by any person entitled to make a claim under a relevant SA insurance policy.
"SA" means Surfing Australia Inc and includes SA affiliated state surfing associations and their members and their respective directors, officers, members, servants or agents.
"Organisers" for the purposes of this declaration means the _____ Surf School and its respective directors, officers, members, servants or agents.
- I acknowledge my application to participate in the Program will be accepted upon notification to me by SA or the Organisers. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SA or the Organisers in respect to the conduct and management of the Program.
- Warning: The Program can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Program including but not limited to physical exertion, contact with surfboards and equipment, body contact and surf, sea and weather conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
- Exclusion of implied terms: I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded. I acknowledge that these implied terms and rights and any liability of SA or the Organisers flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of SA and the Organisers will, at the discretion of SA, be limited to the resupply of the services or the payment of the cost of having the services supplied again.
- Release & Indemnity: In consideration of SA or the Organisers accepting my application to enter the Program I:
 - release and will release SA and the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program; and
 - indemnify and will keep indemnified SA and the Organisers to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Program.
- Fitness to Participate: I have been strongly advised to undergo a physical check-up prior to participating in the Program and to present the Organisers with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in the Program. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the Organisers in writing of any change to my medical condition, fitness and ability to participate.
- Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Program. I acknowledge and agree that such photographs and electronic images are owned by SA and it may use (or authorise the Organisers to use) the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to SA or the Organisers using my name, image, likeness and also my performance in the Program, at any time, by any form of media, to promote SA, the Organisers or the Program.
- Privacy: I understand that the information that I have provided on the form is necessary for the Program. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of SA or the Organisers. If the information is not provided my application for entry to the Program may be rejected. I acknowledge that SA or the Organisers may also use my personal information for the purposes of providing me with promotional material from SA sponsors or third parties. I may advise SA and the Organisers if I do not wish to receive any sponsor or third party material.
- I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SA or the Organisers
- I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability and release & indemnity. I acknowledge that if my application for entry to the Program is successful I will be entitled to participate in the Program.

Name: _____

Address: _____

Postcode: _____

D.O.B: _____

E-mail address: _____

Phone: _____

Emergency contact no: _____

**SURFER'S MEDICAL INFORMATION (confidential)
Please indicate any medical conditions that coaches should be aware of:**

Signed: _____

Date: _____

Name: _____

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I, _____ am the parent or guardian of the applicant. I authorise and consent to the applicant participating in the Program. In consideration of the applicant's application to participate in the Program being accepted I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as parent or guardian the terms set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above. In addition I agree to be bound by and comply with the rules, terms and conditions of the Program.

Parent's Signature: _____

Date: _____

(Where applicant under 18 years old)

Print Name: _____